

## -WARRANTY DEED-

KEITH L. RICE, Grantor, warrants and conveys to MARSHAL E. UNDERWOOD and SHARLENE M. UNDERWOOD, doing business as SHARMAR LAND AND INVESTMENT CO., a partnership, Grantees, an undivided one-half interest, and LUCILE F. KEPNER, FREDERICK H. KEPNER and BARBRA K. SARIO, doing business as KEPNER, KEPNER & SARIO, Grantees, an undivided one-half interest, in the following described real property situate in Klamath County, Oregon, free of all encumbrances, except as specifically set forth herein:

The Easterly 53.4 feet of Lot 7 and the Westerly 20 feet of Lot 8 in Block 38 of ORIGINAL TOWN OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM any portion lying within the alley adjacent to said lots.

SUBJECT TO: That certain Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein, dated August 30, 1971, recorded September 7, 1971 in Volume M71, page 9514, Microfilm Records of Klamath County, Oregon, for the sum of \$75,000, wherein Keith L. Rice and Virginia Rice, husband and wife, are Mortgagors, First Federal Savings and Loan Association of Klamath Falls is Mortgagee, also Conditional Assignment of Rentals given as additional security to the Mortgage recorded September 7, 1971 in Volume M71, page 9516, Microfilm Records of Klamath County, Oregon, to First Federal Savings & Loan Association of Klamath Falls, Oregon, re-recorded September 28, 1971 in Volume M71, Page 10267, Microfilm Records of Klamath Falls, Oregon; which Mortgage Grantees herein assume and agree to pay according to the terms thereof.

and covenant that grantor is the owner of the above-described property free of all encumbrances, except reservations, restrictions, easements and rights of way of record and those apparent upon the land; also Party Wall Agreement recorded August 29, 1946 in Volume 1974, Page 473, Records of Klamath County, Oregon, affecting "Together with an undivided 1/2 interest in that certain brick wall, one-half of which is one the Easterly side of said premises, and subject to a like interest in said wall in the adjoining owner" (Volume 194, page 473, Klamath County, Oregon); 1977-78 taxes are now lien but not yet payable; and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer Ninety Four Thousand and No/100ths (\$94,000.00) DOLLARS.

Until a change is requested, all tax statements shall be mailed to: Klamath First Federal Savings & Loan

WILLIAM P. BRANDSNESS  
ATTORNEY AT LAW  
411 PINE STREET  
KLAMATH FALLS, OREGON 97601

1. WARRANTY DEED

19845

DATED this 17 day of Oct, 1977.

Keith L Rice

STATE OF OREGON )  
County of Klamath ) ss.

10/17, 1977.

Personally appeared the above-named KEITH L. RICE and acknowledged the foregoing instrument to be his voluntary act. Before me:

[Signature]  
Notary Public for Oregon  
My Commission expires: 5/26/78

Ret to  
MTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record of request of

his 17th day of OCTOBER A. D. 1977 at 2:58 o'clock P. M., and

tuly recorded in Vol. M77, of DEEDS on Page 19844

FEE \$ 6.00

Wm D. MILNE, County Clerk

By Bernetha S. Letach

WILLIAM P. BRANDSNESS  
ATTORNEY AT LAW  
411 PINE STREET  
KLAMATH FALLS, OREGON 97601

2. WARRANTY DEED